

TRANSFER
TAX
PAID

WARRANTY DEED

Know All Men By These Presents

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That **Jibryne Corporation**, a Maine corporation with its principal place of business in Waterville, County of Kennebec and State of Maine, in consideration of ONE DOLLAR (\$1.00) and other valuable consideration paid by **Welcome Properties, LLC**, a Maine limited liability company with its principal place of business at Waltham, Massachusetts, and whose mailing address is 108 Taylor Street, Waltham, MA 02453, the receipt whereof it does hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL, AND CONVEY unto the said Welcome Properties, LLC, its successors and assigns forever,

A certain lot or parcel of land, together with the buildings and improvements thereon, located in Waterville, County of Kennebec and State of Maine, and being more particularly bounded and described as follows, to wit:

Beginning at a reinforcing rod set into the ground on the southerly side of Kennedy Memorial Drive, so-called, at the northwesterly corner of land now or formerly of Monakar Ltd. Liability Co.; thence South 26 degrees 59 minutes 17 seconds West a distance of 657.12 feet by last named land to an iron pipe set into the ground on the northerly bound of land now or formerly of Bruce E. & Lenora Brown Murray; thence North 53 degrees 52 minutes 33 seconds by last named land a distance of 189.51 feet to a reinforcing rod set into the ground; thence North 26 degrees 56 minutes 57 seconds a distance of 330.65 feet by Parcel 1 as shown on the here-in-after mentioned plan to a reinforcing rod set into the ground; thence North 44 degrees 19 minutes 30 seconds a distance of 309.86 feet by last named Parcel 1 to a reinforcing rod set into the ground on the southerly side of the said Kennedy Memorial Drive and thence South 63 degrees 22 minutes 29 seconds East a distance of 95.00 feet to the point of beginning.

This land parcel contains 2.44 acres of land and is shown as Parcel 2 on a plan by Leighton & Associates, Job No. 8-560, Drawing No. 8-560A, dated March 21, 2002. Parcel 2 is subject to a 900 square foot easement to Bell Atlantic as shown on said plan. This Parcel is also subject to certain rights as may exist on that portion of the parcel that falls within the 100 foot wide Kennedy Memorial Drive right of way as shown on said plan.

BEING a portion of the premises acquired by Jibryne Corp. by Warranty Deed from Jibryne E. Karter and Bradley A. Ross dated September 1, 1988 and recorded in the Kennebec County Registry of Deeds in Book 3712, Page 34.

The Grantor herein, on behalf of itself, its successors and assigns, also covenants and agrees for the benefit of the Grantee, its successors and assigns, that it shall not sell or use its retained land (reference deed recorded in the Kennebec County Registry of Deeds in Book 3712 Page 34) as a hotel, motel or for any other business providing overnight accommodations. The parties acknowledge that there is a risk to Grantee of irreparable injury in the event of a breach of the covenants in this restrictive covenant, and that Grantee will lack a speedy and adequate remedy at law in the event of such breach. Accordingly, in addition to any other right or remedy Grantee may have, Grantee may seek specific performance of this covenant and injunctive relief to prevent any breach thereof, no bond or other security being necessary with respect to such relief. If a court of competent jurisdiction determines that this restrictive covenant is unenforceable with respect to scope, duration, geographic area or any other matter, such court shall be empowered to substitute other enforceable provisions to provide the benefits intended by the covenants in this paragraph.

The foregoing restrictive covenant is made for the benefit of the Grantee, its successors and assigns, and which restrictive covenant imposes a burden on the retained land to which burden every person who now or hereafter owns or acquires any right, title, estate or interest in or to the retained land is and shall be conclusively deemed to have consented and agreed, regardless of whether any reference to such is contained in the instrument by which such person acquired such right, title, estate or

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interest unless and until the same are terminated as provided below. Recordation of this Deed shall constitute the agreement by the Grantor, for itself and its successors and assigns, to be bound by and to comply with this restrictive covenant.

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No amendments, waivers or modifications of the terms and provisions contained in this Deed, and no approvals, consents or waivers by the Grantee under this Deed, shall be valid or binding unless in writing and executed by the party to be bound thereby. The restrictive covenant contained in this Deed may be terminated, extended, modified or amended, as to the whole of the retained land or any portion thereof, only by the written consent of the Grantee, or its successors and assigns, and the then owner(s) of the retained land. No termination, extension, modification or amendment shall be effective unless and until a property instrument in writing has been executed and recorded in the real estate records of Kennebec County, State of Maine.

This restrictive covenant shall terminate upon the earlier of six months after the date the premises granted herein are no longer used as a hotel, motel or other business providing overnight accommodations or August 1, 2023.

Subject, also, to an easement given to Verizon New England, Inc., recorded in the Kennebec County Registry of Deeds in Book 6354, Page 39.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said Welcome Properties, LLC, its successors and assigns, to it and its use and behoof forever.

AND it does COVENANT with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises; that they are free of all encumbrances, EXCEPT AS AFORESAID; that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors and assigns shall and will WARRANT and DEFEND the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, Jibryne Corporation, has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Bradley A. Ross, its President thereunto duly authorized this 30th day of July, 2003.

Signed, Sealed and Delivered
in the presence of

William P. Dubord
Witness

Jibryne Corporation
By: Bradley A. Ross
Its: President

STATE OF MAINE
County of Kennebec, ss.

Personally appeared before me on this 30th day of July, 2003, the above-named Bradley A. Ross, President of said corporation as aforesaid and acknowledged the foregoing instrument to be his free act and deed in his capacity, and the free act and deed of said corporation.

Before me,

William P. Dubord
Notary Public

WILLIAM P. DUBORD
Attorney At Law
Notary Public
My Commission Expires 6/26/2008

SEAL

RECEIVED KENNEBEC SS.
2003 JUL 31 AM 9:00

ATTEST: Carol A. [Signature]
Notary Public